

and delivered unto the said Land Bank Commissioner their deed of mortgage granting and conveying unto the said Land Bank Commissioner the following described real estate, to-wit:

All that certain tract of land situate, lying and being in Libertytown Election District, Frederick County, State of Maryland, containing 178 acres, 2 roods and 10 poles of land, more or less.

Being all and the same real estate which was conveyed unto the said John M. Lease and Josephine R. Burrall Lease, his wife, by deed from H. Noel Haller, et. al., dated June 2, 1933, and recorded in Liber No. 388, Folio 57, one of the Land Records of Frederick County, Maryland.

To which said deed and the references therein contained reference is hereby made for a more particular description of the real estate encumbered by said mortgage.

2. That there is still due and owing to your Petitioner on the aforesaid note the principal sum of Two Hundred Seventy Dollars (\$270.00), together with interest from August 16, 1938, making the total amount due and owing calculated to the 16th day of May, 1939, the total sum of Two Hundred Eighty-three Dollars and Ninety-three Cents (\$283.93), all of which will more fully appear by reference to the said promissory note filed herewith as Exhibit "A" and which is further explained by reference to the statement of Mortgage Claim also filed herewith as Exhibit "B" and which is prayed may be taken and considered a part hereof.

3. That there is contained in said mortgage, the original copy of which is filed herewith as Exhibit "C" and which is prayed may be taken and considered a part hereof, a provision that if default be made by the said mortgagors, their heirs, personal representatives and assigns, in the payment of the whole debt hereby secured or any part thereof when the same shall become due and payable, or in the event of the breach of any of the terms and conditions of the note evidencing said debt, or of the covenants hereby entered into or imposed upon the said Mortgagors, the entire debt secured by this mortgage shall at the option of said Commissioner, his successors or assigns, become forthwith due and payable, and it shall be lawful for said Commissioner, his successors or assigns, after the exercise of such option, to sell for cash the property hereby mortgaged at public auction upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in the county wherein the land is situated prior to the day of sale, and default having been made by the Mortgagors in complying with the terms and conditions of the note evidencing said debt and of the covenants imposed by this mortgage, and the said Commissioner, his successors or assigns, having duly exercised the option reserved in said mortgage, declaring the whole debt due and payable, your Petitioner became duly authorized to execute the power of sale contained in said mortgage by reason of said default by virtue of a Deed of Assignment executed by the Federal Farm Mortgage Corporation, a body corporate, assigning said mortgage unto your Petitioner for the purpose of foreclosure and collection, the said Deed of Assignment being dated the 6th day of April, 1939, and recorded in Liber No. 416, Folio 483, one of the Land Records of Frederick County, Maryland, which said Deed of Assignment is filed herewith marked Exhibit "D" and which is prayed may be taken and considered a part hereof.

4. That your Petitioner, having first advertised the said real estate for more than twenty days in The Post, a newspaper published in Frederick City, Frederick County, Maryland, setting forth the time, place, manner and terms of sale, as will appear by the printer's certificate filed herewith marked Exhibit "E" and which is prayed may be taken and considered a part hereof, and after filing a duly approved bond in your Honorable Court, proceeded to sell the real estate at public auction at the Court House door in Frederick City, Frederick County, Maryland, on Tuesday, May 16, 1939, at 10:30 o'clock